

**BEFORE**

**THE PUBLIC SERVICE COMMISSION OF**

**SOUTH CAROLINA**

**DOCKET NO. 2019-184-E**

IN RE:	)	
South Carolina Energy Freedom Act	)	
(H.3659) Proceeding to Establish	)	
Dominion Energy South Carolina,	)	<b>DOMINION ENERGY SOUTH</b>
Incorporated's Standard Offer, Avoided	)	<b>CAROLINA, INC.'S FIRST REQUESTS</b>
Cost Methodologies, Form Contract Power	)	<b>FOR PRODUCTION OF DOCUMENTS</b>
Purchase Agreements, Commitment to Sell	)	<b>TO THE SOUTH CAROLINA COASTAL</b>
Forms, and Any Other Terms or	)	<b>CONSERVATION LEAGUE AND THE</b>
Conditions Necessary (Includes Small	)	<b>SOUTHERN ALLIANCE FOR CLEAN</b>
Power Producers as Defined in 16 United	)	<b>ENERGY</b>
States Code 796, as Amended) - S.C. Code	)	
<u>Ann. Section 58-41-20(A)</u>	)	

**TO: J. BLANDING HOLMAN, IV, ESQUIRE, AND STINSON WOODWARD FERGUSON, ESQUIRE, ATTORNEYS FOR THE SOUTH CAROLINA COASTAL CONSERVATION LEAGUE AND THE SOUTHERN ALLIANCE FOR CLEAN ENERGY**

Pursuant to S.C. Code Ann. Regs. 103-833 and the South Carolina Rules of Civil Procedure, Dominion Energy South Carolina, Inc. ("DESC"), by and through its undersigned counsel, hereby serves upon the South Carolina Coastal Conservation League and the Southern Alliance for Clean Energy (collectively, "CCL/SACE") these First Requests for Production of Documents ("Requests") to be answered in writing within twenty (20) days of the date of service hereof and that the documents identified in such written responses be produced for inspection and copying to the undersigned at the offices of Matthew Gissendanner, Dominion Energy South Carolina, Inc., Mail Code C222, 220 Operation Way, Cayce, South Carolina 29033-3701 and the offices of Mitchell Willoughby and Andrew R. Hand, Willoughby & Hoefer, P.A., 930 Richland

Street, Columbia, South Carolina 29201 (Post Office Box 8416), Columbia, South Carolina 29202-8416.

### **INSTRUCTIONS**

#### **IT IS HEREIN REQUESTED:**

1. That all information shall be provided to the undersigned in the format as requested.
2. That all responses to the below Requests shall be labeled using the same numbers as used herein.
3. That if the requested information is found in other places or in other exhibits, reference not be made to those, but, instead, that the information be reproduced and placed in the responses to this Requests in the appropriate sequence.
4. That any inquiries or communication relating to questions concerning clarifications of the information requested below be directed to the undersigned.
5. That all exhibits be reduced to an 8.5" x 11" format.
6. That all documents be provided in their native format, e.g., in Word, Excel, or PowerPoint format with all functions and formulas intact.
7. That, in addition to the signature and verification at the close of CCL/SACE's responses, CCL/SACE's witness(es) responsible for the information contained in each response be also indicated.
8. That each request be reproduced at the beginning of the response thereto.
9. That CCL/SACE provide the undersigned with responses to these Requests as soon as possible but not later than twenty (20) days from the date of service hereof.
10. If the response to any request is that the information requested is not currently available, state when the information requested will become available.

11. These requests shall be deemed continuing so as to require CCL/SACE to supplement or amend its responses as any additional information becomes available up to and through the date of hearing.

12. If a privilege not to answer a request is claimed, identify each matter as to which the privilege is claimed, the nature of the privilege, and the legal and factual basis for each such claim.

13. If a refusal to answer a request is based on the grounds that same would be unduly burdensome, identify the number and nature of documents needed to be searched, the location of the documents, and the number of man hours and the costs required to conduct the search.

14. Answer each request on the basis of the entire knowledge of CCL/SACE, including information in the possession of CCL/SACE, their officers, directors, consultants, representatives, agents, experts, and attorneys, if any.

15. If any request cannot be answered in full, answer to the extent possible and specify the reasons for CCL/SACE's inability to answer.

### **DEFINITIONS**

1. The terms "CCL/SACE," "You," and "Your" where used in these Requests refers to the South Carolina Coastal Conservation League and the Southern Alliance for Clean Energy, together with their employees, agents, consultants, experts, subsidiaries, affiliates, and other operational or functional units and all officers, directors, owners, members, employees, agents and representatives of these entities. It also includes all other persons acting on behalf of the South Carolina Coastal Conservation League and/or the Southern Alliance for Clean Energy. For Your convenience and in the interest of efficiency, DESC serves these Requests on CCL and SACE collectively, but if the response for either CCL or SACE would vary from the other, please explain

the difference in Your response.

2. The term “DESC” where used in these Requests refers to Dominion Energy South Carolina, Inc.

3. “Document” and “documents” shall mean all written, recorded or graphic matters whatsoever and all non-identical copies thereof, including but not limited to papers, work papers, books, records, letters, photographs, correspondence, communications, electronic mail, facsimile, telegrams, cables, telex messages, text messages, evidences of payment, checks, memoranda, notes, notations, transcripts, minutes, reports, recordings of telephone or other conversations, statements, summaries, opinions, studies, analyses, evaluations, contracts, agreements, jotting, agendas, bulletins, notices, announcements, advertisements, guidelines, charts, manuals, brochures, publications, schedules, price lists, subscription lists, customer lists, journals, statistical reports, desk calendars, appointment books, diaries, lists, tabulations, newsletters, drafts, proofs, galleys, or other prepublication forms of materials, telephone lists or indexes, rolodexes, computer printouts, data processing program libraries, data processing input and outputs, microfilm, microfiches, cd roms, books of account, records or invoices reflecting business operations, all records kept by electronic, photographic or mechanical means, any notes or drafts relating to any of the foregoing, and any other documents as defined in Rule 34 of the South Carolina Rules of Procedure of any kind in your possession, custody or control or to which you have access or know to exist.

4. “Communication(s)” when used in these Requests shall include the transmittal of information by any means, written, oral, electronic or otherwise.

5. “Relate,” “relating,” “relating to,” and “related to” when used in these Requests shall mean recording, summarizing, embodying, constituting, reflecting, digesting, referring to,

commenting upon, describing, reporting, listing, analyzing, studying, or otherwise discussing in any way a subject matter identified in the request, and is defined so as to reach all matters within the scope of discovery pursuant to the Commission's Regulations and the South Carolina Rules of Civil Procedure, including all information which, though inadmissible at trial, is reasonably calculated to lead to the discovery of admissible evidence.

6. Please construe "and" as well as "or" either disjunctively or conjunctively as necessary to bring within the scope of these Requests any information which might otherwise be construed outside their scope.

### **REQUESTS FOR PRODUCTION**

1. Produce all documents referred to by CCL/SACE or their attorneys in preparing the Answers to CCL/SACE's First Set of Interrogatories served contemporaneously herewith.

2. Produce any and all statements, written, oral, or transcribed, of any individual that relate in any manner to the claims of CCL/SACE in this matter or that relate in any manner to the matters at issue in this matter, whether said statements have been taken by CCL/SACE, or any individuals acting on behalf of CCL/SACE.

3. Produce any and all diagrams, sketches, drawings, maps, prints, negatives, photographs, videos, layouts, and other documents that relate in any manner to the claims of CCL/SACE in this matter or that relate in any manner to the matters at issue in this proceeding.

4. Produce all reports or other documents, including work papers, prepared by any expert witness retained by or on behalf of CCL/SACE in this case, including a current curriculum vitae.

5. Produce all documents in the custody or control of CCL/SACE or their attorneys that relate in any manner to the claims of CCL/SACE in this matter or that relate in any manner to

the matters at issue in this proceeding, including without limitation, all exhibits CCL/SACE intend to use at trial.

6. Produce copies of all documents and calculations in Word and Excel format with all functions and formulas intact that support or form the basis for the testimony that you intend to present of any person identified in response to Interrogatory Nos. 1, 3, 4, or 5 as set forth in the First Set of Interrogatories served contemporaneously herewith.

7. Produce any and all documents, including work papers, setting forth or containing any proposed drafts, terms, conditions, calculations, studies, or other similar information and analyses that support or relate in any manner to the claims of CCL/SACE in this matter or that relate in any manner to the matters at issue in this proceeding including, but not limited to:

- a) any and all standard offer rates, terms, and conditions CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding;
- b) any and all avoided cost methodology(ies) CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding, including, but not limited to, proposed methodologies CCL/SACE plan to assert should be used to calculate avoided energy costs, avoided capacity costs, and ancillary services costs for DESC;
- c) any and all form contract power purchase agreements, terms, and conditions CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding;
- d) any and all commitment to sell forms, terms, and conditions CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding;
- e) other terms and conditions necessary to implement S.C. Code Ann. § 58-41-20(A);
- f) the terms and conditions CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding regarding a “legally enforceable obligation” as contemplated by the Public Utilities Regulatory Policies Act of 1978 (“PURPA”) and its enabling rules and regulations;
- g) any and all reserve margins CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding or that CCL/SACE plan to assert should be used by DESC in calculating its avoided cost rates;
- h) any and all ancillary services CCL/SACE intends to propose or recommend be used by DESC in calculating its avoided cost rates;
- i) the costs CCL/SACE assert DESC avoids or incurs, including, but not limited to, energy, capacity, and ancillary services provided by or consumed by small power producers, as defined by S.C. Code Ann. § 58-41-10(14), including those utilizing energy storage equipment;

- j) any and all interconnection agreements CCL/SACE intend to propose, recommend, or advance in the above-captioned proceeding.

8. Please provide copies of all interrogatories, requests for production, or other forms of information or data requests within five days of the receipt of any such request for information. If you have already received information or data requests of any kind prior to the receipt of these Requests, then please provide copies of any such requests within five days of the receipt of these Requests.

9. Please provide copies of your responses to any interrogatories, requests to produce, or other forms of information or data requests simultaneously with your provision of said responses to the requesting party. If you have already provided responses to any information or data requests prior to the receipt of these Requests, then please provide any such responses within five days of the receipt of these Requests.

[SIGNATURE BLOCK ON NEXT PAGE]

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*Attorneys for Dominion Energy South Carolina, Inc.*

Columbia, South Carolina  
August 28, 2019